



Request For Proposals

For

LEGAL SERVICES

Quincy Housing Authority

80 Clay Street
Quincy, MA 02170

James E. Lydon, Executive Director
Deborah J. Williamson, Chief Procurement Officer

Board of Commissioners
Mary Ann Morris, Chairperson
Leo J. Kelly
Thomas Lynn
Thomas McGrath
Rosemary Wahlberg

**QUINCY HOUSING AUTHORITY
REQUEST FOR PROPOSALS
LEGAL SERVICES**

The Quincy Housing Authority owns and manages 1,560 (619 family and 941 elderly/disabled) units of low-income public housing, and it leases a total of four facilities to the Department of Mental Health and the Department of Mental Retardation as group homes for disabled clients. It administers 945 Section 8 vouchers and some state leased housing programs.

The Quincy Housing Authority is seeking the services of a qualified legal professional to provide counsel to staff of the Quincy Housing Authority as further set forth in its Request for Proposals.

Sealed proposals for furnishing the Quincy Housing Authority with the services listed herein shall be received by Kathleen Healy, Quincy Housing Authority, 80 Clay Street, Quincy, MA 02170; by 4:00 p.m. on September 6, 2013.

For further information and a copy of the RFP please refer to the *Announcements* Page at www.quincyha.phanetwork.com. A copy of the RFP may also be obtained by providing your contact information to khealy@quincyha.com

The Awarding Authority is the Quincy Housing Authority Board of Commissioners (the “Commissioners” or the “Board of Commissioners”) which reserves the right to reject any and all proposals and to accept the proposal it deems to be in the best interests of the Quincy Housing Authority.

The Commissioners will notify the successful Proposer of the award of the Contract, if any, within thirty (30) days following the deadline for receipt of proposals. The time for completion of service is to be one year with two additional one year options at the discretion of the Quincy Housing Authority.

The Quincy Housing Authority reserves the right to waive any informality in, or to reject any and all proposals if it be in the public interest to do so.

The Quincy Housing Authority is an Affirmative Action/Equal Opportunity Agency.

I. INTRODUCTION

The Quincy Housing Authority (hereinafter “QHA”) seeks the services of a qualified legal firm and/or solo practitioner to provide legal services to the agency on an as-needed basis in the following areas: landlord/tenant law; construction/real estate; civil rights/Constitutional law; administrative law; appellate; contract law; general civil litigation; public sector law; and affordable/Public housing law. Services may include, but are not limited to, dispute resolution, litigation services, and related legal advice.

QHA is a quasi-governmental, body politic incorporated in 1946. QHA is both federally funded through the U.S. Department of Housing and Urban Development (HUD) and state funded through the Massachusetts Department of Housing and Community Development (DHCD). It is bound by Federal, State, and local laws. Respondents must provide evidence of qualifications and experience necessary to adequately and competently defend the QHA in the fields specified above, and qualifications and experience necessary to adequately provide general legal services. The selected Respondent firms must also demonstrate knowledge and expertise in law related to the areas of litigation, legal services, or transactions described herein. Experience representing public entities is advantageous.

Additional requirements and information concerning this solicitation are contained in the following sections of the Request for Proposals (RFP) to allow each Respondent firm an opportunity to respond in an acceptable and timely manner.

II. OVERALL SCOPE OF WORK

QHA seeks the services of a qualified legal consultant/firm on an as-needed basis in the identified area(s) of expertise. The consultant will be expected to provide the QHA staff and Commissioners with assistance on an as needed basis for specific projects and tasks that could include some portion or all of the following legal areas. A brief description of the required services follows:

LEGAL ADVICE / LITIGATION

1. Construction/Real Estate: QHA owns 1,560 units of public housing, and other real estate. The QHA is seeking counsel who is familiar with residential and commercial leases, deeds, trusts, ADA, licenses, titles, easement, local and state codes. Additionally QHA is involved in rehabilitation of these developments and in construction of new projects financed with Federal or State funds. This area requires representing QHA as an owner, and having familiarity with Federal and Massachusetts contract law, advice and representation, in the various phases of design and construction, project administration, and trial experience.
2. Civil Rights/Constitutional Law: Respondent firms must demonstrate experience and capacity in litigating and advising public entities in this area of the law.

3. General Civil Litigation: Respondent firms must have a breadth of experience in the defense of all types of tort/civil litigation claims and must have sufficient staffing and expertise to respond promptly and comprehensively to complaints filed subject to insurance coverage limitations.
4. Contract Law: QHA enters into contracts for services which include, but not limited to, the procurement of supplies, services, professional services and construction. QHA may require legal counseling in the negotiation, construction, legal review of bids and/or bid documents or administration of these contracts. This includes providing contract interpretation and representing the QHA in commercial claims matters up to the litigation stage.
5. Public Sector Law/Federal Housing Law: The QHA receives a majority of its operating expenses from HUD and DHCD. Accordingly, the QHA seeks a Respondent with expertise in representing other Housing Authorities concerning its general obligations to HUD and DHCD.
6. Affordable/Public Housing Law: The QHA provides for, manages and maintains 1,560 affordable public housing units and administers approximately 945 Section 8 vouchers.. Accordingly, the QHA is seeking counsel who is experienced in the field of affordable/Public housing.
7. Administrative Law: The QHA needs qualified attorneys in the administrative law field. An applicant's expertise should include enforcement powers of agencies, ethics, Public Records Act, administrative rules, and the scope of agency powers.

Please note: QHA currently contracts separately for eviction services as well as labor relations services, and does not foresee including those services in this contract.

PLEASE BE AWARE THAT THE QHA IS NOT ONLY SEEKING FIRMS WITH LITIGATION EXPERIENCE, BUT FIRMS THAT CAN ALSO PROVIDE GENERAL LEGAL ADVICE IN THE AFOREMENTIONED AREAS (1-7/) OF LAW.

Many situations which QHA deals with on a daily basis are technical in nature and subject to HUD, DHCD, or other regulatory body regulations. Therefore, QHA management and, in some instances, the Board of Commissioners, requires consultation and legal guidance in the application of these regulations and the creation of policy (Board) and procedures (QHA Management). Legal counsel will attend on an as needed basis monthly and special meetings of the Board of Commissioners.

III. CONTRACT TERM

The QHA anticipates That it will initially award a contract for the period of one (1) year with the option, at the QHA's sole discretion, of two (2) additional one-year option periods,

for a maximum total of three (3) years. The Executive Director or his/her designee shall be authorized to meet and negotiate appropriate contract terms on an as-needed basis. The chosen firm will be required to enter into a Legal Services Contract and execute HUD's required Legal Services Contract Protocol, samples of which are included in this bid package.

The firm's hourly rate shall remain the same throughout the term of each yearly contract, including two (2) additional one-year periods if any, unless otherwise specified on the Cost Proposal Sheet and approved by the QHA.

IV. FORM OF PROPOSAL

Each proposal should include the following in the order shown below:

1. STATEMENT OF RESPONDENTS' QUALIFICATIONS AND EXPERIENCE

Respondent should provide the following, in the order shown, in the firm's response:

- The business name of the Respondent
- The location of the Respondent's principal place of business
- Respondent's understanding of services required
- A brief statement listing the areas of practice in which Respondent specializes
- QHA requests the Respondent to provide a brief biographical summary of the principal partners of the firm, as well as the attorney(s) who would primarily serve QHA in each requested legal service type. The brief biographical summary should include the abilities, qualifications and experiences of the above-mentioned partners and attorney(s) who would primarily serve QHA.
- Respondent should include three (3) appropriate references from clients with similar types of needs including, if available, governmental, non-profit or Housing Authority entities. QHA requests Respondent to provide the client's name, a contact person, address, telephone number as well as the length and nature of professional relationship with that entity.
- Respondent should detail its qualifications and experience in the principal types of legal services identified above. The statement of respondent's qualifications and experience should also include the resumes of partners, associates, and other key personnel who will be performing legal services for the QHA, including the attorneys' area of specialty and number of court trials or administrative hearings handled, particularly jury trials, the nature of the cases and the results achieved.
- State an approximate percentage of time that each attorney would contribute to the total work provided for the QHA. Provide a copy of Respondent's valid Massachusetts Bar Association license(s) and certify that assigned

attorneys are in good standing with the Massachusetts Bar. An actual Certificate of Good Standing will be required to be provided by the Respondent who is awarded the contract.

2. COST PROPOSAL

Respondent is required to specify the firm's hourly rate(s) to be billed to the QHA throughout the term of each yearly contract on the attached Cost Proposal Sheet, regardless of which of the firm's partners, associates, or other staff will provide professional services.

It is the expectation that the hourly rate specified shall remain the same throughout the term of each yearly contract, including two (2) additional one-year periods if any, unless otherwise specified on the Cost Proposal Sheet and approved by the QHA in advance of contract execution.

Respondents are advised that services such as printing and reproduction, fax receipt and transmission, long distance telephone charges, and e-mail printout costs are not reimbursable on an itemized basis, but instead must be included in the firm's proposed hourly rate.

The QHA will be responsible for payment of all court-related costs.

V. INSTRUCTIONS TO PROPOSERS

1. Securing Documents

Copies of the RFP are available as stated above. A copy of an RFP will be mailed or emailed, if preferred.

2. Proposal Forms

- a. All proposals shall be submitted on 8.5" X 11" paper in two envelopes, the first envelope clearly marked on the exterior with: "Legal Services - Narrative Proposal", and the second envelope clearly marked on the exterior with: "Legal Services – Cost Proposal."
- b. The narrative proposal envelope will contain all narrative proposal information, qualifications of project principal(s), anti-collusion and anti-fraud certificates, reference list and all other proposal information except cost information.
- c. All cost proposal data will be submitted in the second envelope labeled "Legal Services – Cost Proposal."
- d. Four (4) copies of the Proposal shall be delivered to the address given in the Request for Proposals on or before the date and hour set as the submission deadline.

- e. Both proposal envelopes shall be enclosed in a single envelope for mailing or delivery purposes. There shall be a clear notation on the exterior as follows: “Legal Services – Narrative and Cost Proposals Enclosed.”
- f. Proposer may correct, modify or withdraw a Proposal by written notice received by the Commissioners prior to the time and date set as the deadline for submission of proposals.
- g. No proposals received after the time fixed for receiving them will be considered. The proposals will be returned unopened.
- h. The Proposer is requested to organize its Proposal so that it responds to each evaluation criteria in the order set forth in this RFP.

3. **Appendices**

- A. Cost Proposal Form
- B. Sample Legal Contract Agreement – (Provided for informational purposes and does not need to be submitted with the proposal)
- C. HUD Required Addendum to Engagement Agreement – (Provided for informational purposes and does not need to be submitted with the proposal)
- D. Anti-Collusion and Anti-Fraud Certificate
- E. Tax Compliance Certification
- F. Statement of Qualifications
- G. General Contract for Non-Construction Contracts HUD 5370C1
- H. Instructions to Offerors Non-Construction HUD 5369B
- I. Certifications and Representations of Offerors, Non-Construction Contract HUD 5369C
- J. Certification of Compliance with Executive Order 481
- K. Reference Form
- L. Table 5-1 Mandatory Contract Clauses for Small Purchases other than Construction
- M. Section 3 of the HUD Act of 1968
- N. Certificate of Vote of Authorization
- O. Certification of Payments to Influence Federal Transactions HUD 50071

Where the dollar amount of the contract exceeds \$10,000 and where the Proposer is a corporation, the Proposer must include with the proposal a corporate vote authorizing the person who signs the proposal to do so.

VI. CRITERIA FOR SELECTION

1. MINIMUM CRITERIA

- a. Cost - this is used to determine the monetary obligation to the Proposer awarded the Contract. Cost will be evaluated separately after other evaluation criteria. The Cost Proposal Form (Appendix A) shall be submitted in a separate sealed envelope.
- b. Inclusion of the following Appendices:
 - A. Cost Proposal Form
 - D. Anti-Collusion and Anti-Fraud Certificate
 - E. Tax Compliance Certification
 - F. Statement of Qualifications
 - I. Certifications and Representations of Offerors, Non-Construction Contract HUD 5369C
 - J. Certification of Compliance with Executive Order 481
 - K. Reference Form
 - N. Certificate of Vote of Authorization (if required)
 - O. Certification of Payments to Influence Federal Transactions HUD 50071
- c. Submission of satisfactory evidence that the Proposer's project principal(s) have performed legal services for a similar Massachusetts public agency.
- d. Submission of a resume showing complete work history over last ten (10) years, professional skills, abilities and qualifications of project principal(s).
- e. Submission of at least three (3) favorable references from Massachusetts public agencies which have been provided legal services

2. EVALUATIVE CRITERIA

QHA's technical evaluation panel will evaluate the elements of Respondent's response and the following points will be assigned according to the same objective criteria:

- a. Relevant experience of the Firm 30 points
- b. Qualifications of individuals assigned as counsel by legal service type. 30 points
- c. Capacity of firm to handle the variety of foreseeable legal issues. 30 points
- d. Inclusion of Minority and Woman-Owned Business Enterprises (MBE/WBE) as team members. 5 points
- e. References. 5 points

VIII. METHOD OF SELECTION

QHA will review and screen all written proposals based on minimum qualifications and criteria for selection. QHA may conduct interviews. QHA may conduct competitive negotiations with one (1) or more Respondents.

IX. INSURANCE

The successful Respondent shall provide QHA with evidence of all appropriate and applicable insurance coverage carried by the firm, including policy coverage periods. Offerors shall furnish QHA with certificates of insurance, showing that the following insurance is in force and will insure all operations under this RFP, in advance of contract execution.

- Professional Liability Insurance — The successful Offeror shall continuously maintain a policy of professional liability insurance in the amount of at least \$2,000,000 per occurrence. All policies must be in effect in advance of contract execution date and remains current for any policy renewals.
- Workers' Compensation in accordance with the Commonwealth of Massachusetts rules and regulations, with Employers Liability Limits no less than \$1,000,000 Bodily Injury by Accident, Each Accident; \$1,000,000 Bodily Injury by Disease, Each Employee and \$1,000,000 Bodily Injury by Disease, Policy Limit.
- Commercial General Liability Insurance, occurrence form, at limits no less than \$1,000,000 each occurrence, \$1,000,000 Personal & Advertising Injury and \$2,000,000 general aggregate. Quincy Housing Authority,. shall be listed as Additional Insured.
- Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection herewith for a combined single limit of bodily injury and property damage of not less than \$1,000,000 per occurrence.

All insurance shall be carried with companies that are financially responsible and admitted to do business in the Commonwealth of Massachusetts. Offeror shall not permit the insurance policies required to lapse during the period for which the Contract is in effect. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty day's prior written notice.

XI. GENERAL

1. All proposals and material contained therein shall become the property of QHA upon submittal.
2. Regardless of outcome, Respondent shall not hold QHA responsible for any

expense in the preparation of its RFP or in negotiating toward a contract.

3. QHA will reject the proposal of any proposer who has been debarred by any Federal Agency or the Commonwealth of Massachusetts.
4. The determination of the criteria and process whereby proposals are evaluated, and the decision as to who shall receive a contract award, or whether or not an award shall be made as a result of the RFP, shall be at the sole discretion of QHA, its Board of Commissioners, DHCD, and HUD.
5. The QHA reserves the right to reject any and all proposals for any reason at its sole discretion.

IX. AMOUNT OF ANNUAL AWARD

The amount to be paid pursuant to this proposal shall not exceed \$40,000 per year for each year of this contract, including two (2) additional one-year periods if any, without the express written consent of QHA and DHCD.

Detailed billing will be required in order for QHA to allocate costs to the appropriate program.

X. SUBMITTAL DEADLINE

One (1) original and three (3) copies of the proposal (see Section IV., Form of Proposal) and attendant forms (see Appendix A - Attachments) must be received no later than 2:00 p.m. on Friday, September 6, 2013. Please note fax or email proposals will not be accepted. All proposals must be submitted to the address below:

Quincy Housing Authority
Kathleen Healy
Director of Administration
80 Clay Street,
Quincy, MA 02170

Proposals must be in a sealed envelope clearly marked "**LEGAL SERVICES PROPOSAL**".

Questions regarding this RFP will be accepted in writing only until 2:00 p.m. on Friday, August 30 2013 and should be submitted to khealy@quincyha.com or sent by mail to Kathy Healy, Director of Administration Quincy Housing Authority, 80 Clay Street, Quincy, MA 02170. Answers to questions shall be sent to all prospective proposers who provide contact information to Kathleen Healy via email.

Request for Proposals
Legal Services

QHA reserves the right to accept or reject any or all proposals; to waive technicalities and to award the contract to the most responsive proposal that best meets the needs of QHA. QHA will review proposals' compliance with submission requirements. Proposals that do not meet the submission requirements set forth will be determined as non-responsive.

The Quincy Housing Authority is an Equal Opportunity / Affirmative Action Employer.

APPENDICES

- A.** Cost Proposal Form
- B.** Sample Legal Contract Agreement – (Provided for informational purposes and does not need to be submitted with the proposal)
- C.** HUD Required Addendum to Engagement Agreement – (Provided for informational purposes and does not need to be submitted with the proposal)
- D.** Anti-Collusion and Anti-Fraud Certificate
- E.** Tax Compliance Certification
- F.** Statement of Qualifications
- G.** General Contract for Non-Construction Contracts HUD 5370C1
- H.** Instructions to Offerors Non-Construction HUD 5369B
- I.** Certifications and Representations of Offerors, Non-Construction Contract HUD 5369C
- J.** Certification of Compliance with Executive Order 481
- K.** Reference Form
- L.** Table 5-1 Mandatory Contract Clauses for Small Purchases other than Construction
- M.** Section 3 of the HUD Act of 1968
- N.** Certificate of Vote of Authorization
- O.** Certification of Payments to Influence Federal Transactions HUD 50071

COST PROPOSAL

QUINCY HOUSING AUTHORITY
LEGAL FEE SCHEDULE RATE FOR PROFESSIONAL LEGAL SERVICES

List your firm's proposed hourly rate for legal services:

Hourly Rate:

Attorney \$ _____

Attorney \$ _____

Paralegal \$ _____

Does your firm charge for travel time? Yes _____ No _____

If 'Yes', what rate does your firm charge? \$ _____

Note: *The firm's hourly rate shall remain the same throughout the one (1) year term of the contract, including the two (2) additional one-year periods if any, unless otherwise specified on the Cost Proposal Sheet and approved by the QHA.

Authorized Signature: _____

Title: _____

Name of Firm: _____

Address: _____

Telephone: _____

Email: _____

AGREEMENT FOR LEGAL SERVICES

This Agreement is entered into between the Quincy Housing Authority (hereinafter referred to as "the Agency") and Attorney firm of _____ (hereinafter referred to as "the Contractor") whose principal place of business is located in _____ Massachusetts

Therefore, it is hereby agreed by the parties hereto as follows:

1. Scope of Services - The Agency desires to engage the Contractor as its legal counsel to render legal advice and services as requested and directed by the Agency and to represent the Agency in the following matter(s).
2. Time of Performance - This Agreement shall be effective upon the written approval of the parties hereto and the Department of Housing & Community Development (hereinafter referred to as "DHCD") and shall remain in effect until the above services are completed and the matter has come to a close. This contract may be terminated at any time by either party upon thirty (30) days written notice to the other party.
3. Fees - The Agency will pay the Contractor for all legal services rendered hereunder at the following hourly rate (s). (Designate for each attorney and paralegal who will provide these services and their respective hourly rates.) For those housing authorities which administer both federal and state funded public housing units, DHCD will reimburse the authority for a prorated portion of this total sum due for legal services which is _____. The fees due pursuant to this agreement shall not exceed \$_____ for the term of this contract without the express written consent of the Agency.
4. Litigation Expenses and Travel - Contractor shall be reimbursed for such out-of-pocket expenses as filing and recording fees, costs, printing expenses, long distance telephone calls and telegrams, and similar costs relating to this matter and generally chargeable to a client, provided such expenses shall not include normal office operating expenses. Necessary travel expenses shall be reimbursed in accordance with standards established for such expenses of Agency documented and submitted to the Agency for its review and approval prior to reimbursement.
5. Statements and Payments - As a condition precedent to any payment to the Contractor under this Agreement, Contractor shall submit to the Agency in duplicate a statement of account which clearly sets forth the date of performance, the designated items of work, the name of the attorney or paralegal who did the work, the time charged thereto, and the total number of hours charged under each rate for each attorney or paralegal. Such statements shall be submitted monthly unless otherwise agreed to by the parties.
6. Interest of Contractor - The Contractor covenants That 1) he/she presently has no financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this

Agreement or which would violate M.G.L. Chapter 268A, as amended from time-to-time; 2) in the performance of this Agreement, no person having an such interest shall be employed by the Contractor and 3) no partner or employee of the firm is related by blood or marriage to any Board member or employee of the Agency.

7. Equal Opportunity - The Contractor shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs. The contractor shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and MGL c.151B.

8. Certificate of State Tax Compliance - Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury That to the best of his/her knowledge and belief I am in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

9. Certification of Non-Collusion - The undersigned certifies under penalties of perjury that their bid/proposal has been made in and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

10. Governing Law - This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

In witness whereof, the parties have executed this Agreement this ____ day of _____ , 20_____ .

CONTRACTOR

QUINCY HOUSING AUTHORITY

BY: _____
Title: _____

JAMES E. LYDON
Executive Director

Witness: _____

Witness: _____

HUD REQUIRED ADDENDUM TO ENGAGEMENT AGREEMENT

1. The Quincy Housing Authority (PHA) and [name of legal service individual or firm] (LSP) engaged to provide professional legal services to the PHA in connection with Legal Consulting Services agree That the provisions of this Addendum to the Engagement Agreement are hereby incorporated into PHA and LSP's engagement agreement as if they had been set forth at length therein.
2. During the pendency of the legal services engagement, LSP shall not, without HUD approval, represent any officer or employee of PHA, in her/his individual capacity, in connection with potential civil liability or criminal conduct issues related to PHA operations.
3. LSP has an obligation not to, and shall not, interfere with, disrupt, or inappropriately delay or hinder any authorized monitoring, review, audit, or investigative activity of HUD (including the Office of Inspector General), the General Accounting Office (GAO), or the officers and employees of HUD and GAO. Any and all representation by LSP cannot be inconsistent with the foregoing obligation. Specifically, LSP shall not deny access to HUD, GAO, or the officers and employees of HUD and GAO, to PHA records in response to document demands by HUD, GAO, or the officers and employees of HUD and GAO, notwithstanding possible discovery privileges That would otherwise be available to PHA. HUD requires public housing agencies to provide HUD, GAO, or the officers and agents of HUD and GAO, with "full and free" access to all their books, documents, papers and records. See 24 CFR. §85.42(e)(1).
4. PHA and LSP shall make available for inspection and copying, by HUD (including the Office of Inspector General), GAO, and the officers and employees of HUD and GAO, all invoices, detailed billing statements, and evidence of payment thereof relating to LSP's engagement. Such records constitute "PHA records" and are subject to section 3, above.
5. If HUD or PHA determines That LSP is violating any provision of this Addendum to the Engagement Agreement, it shall timely notify LSP of such violation. LSP will have 48 hours following its receipt of the notice of violation to cease and desist from further violation of the addendum. If LSP fails to adequately cure the noticed violation within 48 hours: (A) HUD, in its discretion, may demand That PHA terminate the professional legal services engagement for breach, or, henceforth, satisfy all costs associated with the engagement with non-Federal funds; and/or (B) PHA, in its discretion, may terminate the professional legal services engagement for breach. Additionally, HUD may sanction LSP pursuant to 24 CFR. Part 24.
6. Should any part, term, or provision of this Addendum to the Engagement Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected.

Date: _____

James E. Lydon, Executive Director

[Enter name of LSP key partner]

QUINCY HOUSING AUTHORITY

CONTRACT NAME _____

CONTRACT NO. _____

ANTI-COLLUSION AND ANTI-FRAUD CERTIFICATE

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any Authority official or employee or agent, either directly or indirectly. The Contractor declares that, as of the date of this Proposal, no Authority official, either directly or indirectly, has a financial interest in this proposal, and furthermore, the Contractor pledges that it shall notify the Authority in writing should any Authority official acquire, either directly or indirectly, a financial interest in this Proposal. The Contractor further declares that, as of the date of the Proposal, neither it nor any person on its behalf, has given or donated or promised to give or donate, either directly or indirectly, to any Authority official or employee or to anyone else, for his/her benefit, any sum of money or other thing of value, for aid or assistance in obtaining this Contract. The Contractor pledges that, in the future, neither it nor any person on its behalf, will give or donate or promise to give or donate, either directly or indirectly, to any Authority official or employee or to anyone else, for his/her benefit, any sum of money or other thing of value, for aid or assistance in obtaining this Contract.

(Person signing bid or proposal)

(Name of business)

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of person submitting bid or proposal

Name of business

STATEMENT OF QUALIFICATIONS FORM

A. Name and address of Consultant:

B. _____ Corporation _____ Partnership _____ Sole Proprietorship

C. Name of President or Owners: _____

(Title)

D. Number of years in business: _____

E. Number of Employees: _____

F. Please list all individuals in the firm, number of years with the company, and tasks to be performed by each. Attach Resumes.

G. References:

COMPANY

CONTACT NAME AND PHONE NUMBER

_____	_____
_____	_____
_____	_____
_____	_____

H. Signature of individual preparing statement:

(Signature)

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors

Non-Construction Contract

U.S. Department of Housing and Urban Development Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 01/31/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) 'Authority or Housing Authority (HA)' means the Housing Authority.
- (b) 'Contract' means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) 'Contractor' means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) 'Day' means calendar days, unless otherwise stated.
- (e) 'HUD' means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

-
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
 - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

CERTIFICATION OF COMPLIANCE WITH
EXECUTIVE ORDER 481
(Undocumented Workers)

WORKER DOCUMENTATION CERTIFICATION. In accordance with Executive Order 481 the undersigned further certifies under the penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of this contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the contract period may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Signature

Title

REFERENCE FORM

Proposer: _____

RFP Title: _____

Proposer must provide references for all contracts performed within the past two (2) years of similar size and scope to this contract.

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

Energy Efficiency. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

Operational Plan Summary:

The Quincy Housing Authority (QHA) is committed in assisting the residents of its housing developments and voucher participants to achieve self-sufficiency by providing opportunities for training and employment. The QHA provides employment opportunities on construction projects by encouraging its contractors to hire qualified residents of QHA housing, refers and connects residents to job training and placement opportunities, and provides coordination that facilitates these efforts. The QHA provides employment opportunities by hiring qualified residents of QHA public housing to fill available QHA positions.

- The QHA will formalize recruiting and hiring policies and practices that commit to a goal that allows at least 30% of the aggregate number of new hires each year at the QHA to be qualifying public housing residents.
- The QHA requires all contractors and subcontractors to commit to a goal to hire qualifying QHA residents for at least 30% of the new positions created as a result of contracts with QHA in the amount of \$25,000.00 or more.
- The QHA commits to a goal that at least 10% of the total dollar amount of contracts for construction, repair and rehabilitation be awarded to qualifying Section 3 business concerns and that at least 3% of the total dollar amount of all other QHA contracts are awarded to qualifying Section 3 business concerns.
- The QHA refers and informs the residents of public housing of available job training, education, and personal development programs in order to establish a potential qualifying list of job applicants. In order to assist residents in these efforts, the QHA will direct residents towards any additional support services required for participation.

Implementation:

The office of the Assistant Director is charged with the overall responsibility of Section 3 implementation and maintaining all pertinent information and records as required. To be effective and responsive in this endeavor this office works closely with the office/departments of Administration, Modernization, Maintenance, Finance, Resident Services and the Harborview Resident Council.

In order to comply with the Section 3 mandate, the QHA undertakes activities such as:

- Overall outreach and recruitment to residents;
- Publicizing the availability of job opportunities;
- Providing information and referral to residents relevant to training and educational programs in order to promote job readiness;
- Making provisions in all contracts relevant to resident hiring;
- Maintaining lists of Section 3 business concerns and their specialties;
- Assisting Section 3 business concerns in areas as requested to make them eligible for participation with QHA activities.

CERTIFICATE OF VOTE OF AUTHORIZATION

_____, 201_

I hereby certify that a meeting of the Board of Directors of the:

Name of Corporation

Duly called and held at _____ on the ____ day of _____,
201_, at which a quorum was present and acting, it voted that _____ of
the _____, be and hereby is authorized to execute and deliver for and in
behalf of the Corporation a Contract with the Quincy Housing Authority, for work to be done at
the _____ in the City of Quincy, and as Principal to execute Bonds
in connection therewith, which Contract and Bond were presented to and made a part of the
records of said meeting. I further certify that _____

_____ is duly qualified and acting _____ of the
Name of Corporate Officer Title

Corporation and that said vote has not been repealed, rescinded or amended.

A true copy of the record,

ATTEST:

(CORPORATE SEAL)

SUBSCRIBED AND SWORN TO THIS ____ DAY OF _____ BEFORE ME.

Notary Public

My Commission Expires: _____

Certification of Payments
to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date (mm/dd/yyyy)